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BellSouth Telecommunications, Inc

333 Commerce Street Suite 2101

Nashville, TN 37201-3300

- 2051 No. 3-11 - PM 1 - 0.2

T.R.A. DOCKET ROOM

Guy M Hicks General Counsel

615 214 6301 Fax 615 214 7406

guy hicks@bellsouth com

August 10, 2004

VIA HAND DELIVERY

Hon Pat Miller Chairman Tennessee Regulatory Authority 460 James Robertson Parkway Nashville, Tennessee 37243-0505

Re:

Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and AT&T Communications of the South Central States, LLC Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996

Docket No. 04-00247

Dear Chairman Miller

Pursuant to Section 252(e) of the Telecommunications Act of 1996, AT&T Communications of the South Central States, LLC and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and fourteen copies of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated May 22, 2002 The Amendment adds Melded Tandem Switching to the Agreement

Thank you for your attention to this matter

Sincerely yours,

Gay M Hicks

cc Bill Peacock, AT&T Communications of the South Central States, LLC Chief Commercial Attorney, AT&T Communications of the South Central States, LLC

BEFORE THE TENNESSEE REGULATORY AUTHORITY Nashville, Tennessee

In re:

Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and AT&T Communications of the South Central States, LLC Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996

PETITION FOR APPROVAL OF THE AMENDMENT TO THE INTERCONNECTION AGREEMENT NEGOTIATED BETWEEN BELLSOUTH TELECOMMUNICATIONS, INC. AND AT&T COMMUNICATIONS OF THE SOUTH CENTRAL STATES, LLC PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, AT&T Communications of the South Central States, LLC ("AT&T") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated May 22, 2002 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, AT&T and BellSouth state the following.

- 1. AT&T and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to AT&T. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on August 19, 2002.
- 2. The parties have recently negotiated an Amendment to the Agreement.

 The Amendment adds Melded Tandem Switching to the Agreement. A copy of the Amendment is attached hereto and incorporated herein by reference.

- 3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, AT&T and BellSouth are submitting their Amendment to the TRA for its consideration and approval. The Amendment provides that either or both of the parties is authorized to submit this Amendment to the TRA for approval.
- 4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and AT&T within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.
- 5. AT&T and BellSouth aver that the Amendment is consistent with the standards for approval.
- 6. Pursuant to Section 252(1) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

AT&T and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This John day of Luyer, 2004.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By:

Guy M. Hicks

333 Commerce Street, Suite 2101 Nashville, Tennessee 37201-3300 (615) 214-6301

Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail on the day of 2004:

Bill Peacock AT&T Communications of the South Central States, LLC 1200 Peachtree St., N.E. Suite 12254 Atlanta, GA 30309

Chief Commercial Attorney AT&T Communications of the South Central States, LLC 1200 Peachtree St., N.E. Suite 8100 Atlanta, GA 30309

Guy M. Hicks

Eighth Amendment to the Agreement Between AT&T Communications of the South Central States, LLC and BellSouth Telecommunications, Inc. Tennessee Dated May 22, 2002

Pursuant to this Amendment, (the "Amendment"), AT&T Communications of the South Central States, LLC (AT&T), and BellSouth Telecommunications, Inc ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated May 22, 2002, ("Agreement") to be effective on the date of the last signature executing the Amendment

WHEREAS, BellSouth and AT&T entered into the Agreement on May 22, 2002, and,

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows

- 1 The parties agree to add the following provision to Attachment 2, Section 6.6 and the associated rates as set forth in Exhibit 1 of this Amendment, attached hereto and incorporated herein by this reference
 - Where AT&T utilizes portions of the BellSouth network in originating or 6.6.2 terminating traffic, the Tandem Switching rates are applied in call scenarios where the Tandem Switching Network Element has been utilized Because switch recordings cannot accurately indicate on a per call basis when the Tandem Switching Network Element has been utilized for a BellSouth transported interoffice call originating from a UNE port and terminating to a BellSouth, Independent Company or Facility-Based CLEC office, BellSouth has developed, based upon trunk studies, a melded rate that takes into account the average percentage of calls that utilize Tandem Switching in these scenarios BellSouth shall apply the melded Tandem Switching rate for every call in these scenarios The melded Tandem Switching charge shall be displayed on BellSouth's standard UNE bill in the Unbundled Transport Tandem Switching and Trunk Port section under Undetermined Routing -Originating for both Local and Access BellSouth shall utilize the melded Tandem Switching Rate until BellSouth has the capability to measure actual Tandem Switch usage in each call scenario specifically mentioned above, at which point the rate for the actual Tandem Switch usage shall apply The UNE Call Flows set forth on BellSouth's website, as of the effective date of this amendment illustrate when the full or melded Tandem Switching rates apply for specific UNE-P call scenarios

- 2 The Parties acknowledge and agree that neither Party is waiving, and each Party hereby expressly reserves any rights it may have to submit any argument, in any federal or state regulatory proceeding in support of, or in opposition to, any position regarding the melded Tandem Switching rate
- 3 All of the other provisions of the Agreement, dated May 22, 2002, shall remain in full force and effect
- 4 Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996

General Terms and Conditions Signature Page

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below

BellSouth Telecommunications, Inc.	AT&T Communications of the South Central States, LLC
By Bula Elm	By BUC. Peacock
Name Kristen E Rowe	Name Bill C Peacock
Title Director	Director – Local Services & Title Access Management
Date 4/30/04	Date (0-32-01)

UNBUND	UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachn	Attachment 2	Exhibit A	A T
CATEGORY	Y RATE ELEMENTS	fntan	Zone	BCS	nsoc	0		RATES (\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Svc Order Svc Order Incremental Submitted Submitted Charge - Elec Manually Manual Svc per LSR per LSR Gleet ronce - 1st	Incremental Charge - Manual Svc Order vs Electronic- Add'i	Incremental Incremental Charge - Charge - Manual Svc Order vs Order vs Electronic Electronic- Disc 1st Disc Add'I	Charge - Manual Svc Order vs Electronic- Disc Add'l
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http	http://www.interconnection.beilsouth.com/become a clec/html/interconnection.htm	өгсоппес	ction h						į		,	•	•			
OPERATION	OPERATIONAL SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"															
elec each	NOTE (1) CLEC should contact its contract negotiator (ii prefers the "state specific" OSS cha clear either the state specific Commission ordered rates for the service ordering charges, or Cl asch of the 3 states	the "state vice orde	e speci		as ordered nay elect the	by the State C 9 regional sen	rigos as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth Tregional' service ordering charges. CLEC may LEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in	e OSS charges (irge, however, C	currently contai	ned in this rate tain a mixture	exhibit are of the two r	the BellSor egardless if	oth "regional" CLEC has a	service order nterconnectio	nng charges in contract es	CLEC may tablished in
LON	NOTE (2) Any element that can be ordered electronically will be billed according to the SOME	lled acco	ording	to the SOMEC rat	e listed in th	us category	C rate listed in this category Please refer to Bell South's Local Ordenna Handbook (LOH) to determine if a product can be ordened electronically. For those elements	all South's Local	Ordenna Hand	book (LOH) to	determine	'a product	an be ordere	delectronical	iv Forthosa	elements
that	that cannot be ordered electronically at present per the LOH, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.	sted SOM BellSout	MEC rat	te in this category	reflects the	charge that w	rould be billed to	a CLEC once el	ectronic orderi	ng capabilities	come on-li	ne for that e	lement Othe	rwise, the mai	nual ordenng	charge,
LON	NOTE (3) OSS - Manual Service Order Charge, Per Element - UNE Only "Please see applicable rate element for SOMAN charge"	Only **PI	lease su	ee applicable rate	element for	SOMAN char	1.01	_								
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Tan	Tandem Switching (Port Usage) (Local or Access Tandem)	_														
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	Melded Factor 38 90% of the Tandem Rate															
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Exhibit 1